

1 BROOKS R. BROWN (SBN 250724)
bbrown@goodwinlaw.com
2 W. KYLE TAYMAN (pro hac vice)
KTayman@goodwinlaw.com
3 **GOODWIN PROCTER LLP**
901 New York Avenue NW
4 Washington, DC 20001
Tel.: +1 202 346 4000
5 Fax.: +1 202 346 4444

6 LAURA A. STOLL (SBN 255023)
lstoll@goodwinlaw.com
7 **GOODWIN PROCTER LLP**
601 S. Figueroa Street, 41st Floor
8 Los Angeles, CA 90017
Tel.: +1 213 426 2500
9 Fax.: +1 213 623 1673

10 Attorneys for Defendant
QUICKEN LOANS INC.

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 AMANDA HILL, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 QUICKEN LOANS INC.,

20 Defendant.

Case No. 5:19-cv-00163-FMO-SP

**DECLARATION OF W. KYLE
TAYMAN IN SUPPORT OF
QUICKEN LOANS INC.'S MOTION
TO COMPEL ARBITRATION**

Date: May 16, 2019

Time: 10:00 a.m.

Courtroom: 6D

Judge: Hon. Fernando M. Olguin
350 W. 1st Street, 6th Floor,
Los Angeles, CA 90012

Filed concurrently with:

1. Notice of Motion and Motion;
2. Memorandum;
3. Declaration of P Luthra;
4. Declaration of M Viner; and
5. Proposed Order

DECLARATION OF W. KYLE TAYMAN

I, W. Kyle Tayman, declare as follows:

1. I am a partner with the law firm Goodwin Procter LLP and a member of the Massachusetts and District of Columbia bars. I have been admitted *Pro Hac Vice* in the above-captioned matter as counsel for Quicken Loans Inc. (“Quicken Loans”).

2. I make this declaration in support of Quicken Loans’ Motion to Compel Arbitration. The facts set forth in this Declaration are of my own personal knowledge, and the information provided herein is true and correct to the best of my current knowledge, information and belief.

3. In connection with this lawsuit, my law firm ordered a title report from CT Lien Solutions for the residential property located at 35312 Frederick St, Wildomar, CA 92595 (the “Property”). According to the declaration of Mitch Viner in support of Quicken Loans’ Motion to Compel Arbitration, Plaintiff entered this address into websites supported by LMB Mortgage Services, Inc. (“LMB”) in October and November 2018.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the chain of title guarantee on the Property that my firm received from CT Lien Solutions on April 15, 2019. Page 2 of Exhibit 1 shows that on October 24, 2017, Plaintiff Amanda Hill took out a mortgage loan from IMPAC Mortgage Corp. in the amount of \$352,600.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 15, 2019.

/s/ W. Kyle Tayman
W. KYLE TAYMAN